

## STATEMENT OF WORK

### I. DESCRIPTION OF WORK

#### A. WORK TO BE DONE

The work contemplated herein consists of furnishing all plant, labor, materials, tools, equipment and performing all operations in strict accordance with these plans and specifications, Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM) and all other applicable codes and regulations for the complete dismantling, removal, and disposal of the existing underground fuel storage tanks. Contractor shall also perform all operations required to complete the permanent closure assessments and submission of the ADEM Underground Storage Tank (UST) closure report in accordance with all regulatory authorities. Upon closure, effect repairs to match existing adjacent surrounding (asphalt to asphalt, grass to grass, etc.). All work shall be complete and ready for use.

The primary purpose of this UST Closure is to meet the requirements in ADEM Administrative Code 335-6-15-.33 through .37. The contractor shall perform a UST Closure Site Assessment and Tank Closure by Removal. Ensure work conducted for the Closure Assessment is conducted by qualified personnel, as defined by ADEM 335-6-15-.26(6). Complete ADEM Form 474 *ADEM UST Closure Site Assessment Report*. Follow the guidance and methodology in the following three references in order to meet ADEM 335-6-15:

1. ADEM UST Closure Site Assessments Guidance Manual – Section III June 2006.
2. American Petroleum Institute Bulletin 1604 *Removal and Disposal of Used Underground Storage Tanks*.
3. American Petroleum Institute Bulletin 2015 *Cleaning Petroleum Storage Tanks*.

B. LOCATION: Ft. Graham Alabama Army National Guard Armory, Birmingham, Alabama

#### C. PRINCIPAL FEATURES:

The listed work shall be performed pursuant to all applicable federal, state, and local regulations and guidelines. The information is for the construction requirements and may not be inclusive of all regulations and guidelines. The Contractor will be required to comply with all regulations, whether stated or implied. Work shall include, but is not limited to the following:

1. Notify ADEM at least twenty-four (24) hours prior to commencing any work.
2. Remove, drain, and purge fuel pumps where applicable. These fuel pumps shall then be delivered by the Contractor to Fort Borroughs Armory Warehouse in Montgomery, Alabama. Contractor shall coordinate the delivery of the fuel pumps with the Contracting Officer, or his duly appointed representative.

3. Remove and dispose of concrete filler neck pads and the concrete fuel pump islands.
4. Empty, purge, remove, and dispose of the underground storage tanks, associated piping and wiring in compliance with all regulations and guidelines.
5. Excavate soil as necessary for tank removal and transport to temporary holding and testing location.
6. Perform tests on excavated soil including Lead, Total Petroleum Hydrocarbon (TPH), and any other tests required by applicable environmental regulations. If TPH levels are found in soil equal to or above 100 parts per million (or lead above 4.43 mg/kg) and thus are classified as contaminated soil, notify the AL ARNG Environmental Program Manager, LTC Philip Clayton at (334) 271-7427.
7. Manage contaminated soils in accordance with the ADEM UST Guidance Manual. Dispose of hazardous and non-hazardous petroleum contaminated soil (uncontaminated soil to be temporarily stockpiled for possible use as backfill). Uncontaminated soil may be used as backfill provided it is acceptable backfill material AND approved by the Contracting Officer for use as backfill.
8. Break, remove, and dispose of ALL in-ground concrete tank foundations and hold-down anchors.
9. Take soil samples from excavated pit and perform laboratory analyses in accordance with all applicable regulations and guidelines. (Pit floor shall be sampled after removal of in-ground concrete tank foundations and hold-down anchors).
10. Take groundwater samples and perform laboratory analyses in accordance with all applicable regulations and guidelines. (Note: Ground water samples shall not be initiated until all in-ground concrete is removed).
11. Disconnect, remove, dispose, and terminate miscellaneous remaining electrical equipment, wire, and conduit.
12. Remove and dispose all remaining aboveground and underground piping (unless noted otherwise on the drawings). Any underground piping specifically detailed to be abandoned shall be filled with concrete and capped at both ends and abandoned in accordance with all environmental regulations.
13. Backfill site with material approved by Contracting Officer (including topsoil where necessary).
14. Grade and compact backfill to 95% density as specified herein.
15. Provide and place topsoil and sod where excavation occurs at grassed areas.
16. Furnish and install asphalt (bituminous base and bituminous wearing surface) where excavation occurs at asphalt paved areas.

17. Repair and replace concrete curbs and concrete paving where excavation occurs at these areas.

18. All measurements for computing quantities of excavation, backfill, contaminated material, etc. shall be based on "borrow pit" or "in place" measures. NO loose measures shall apply. The Contracting Officer or his duly appointed representative shall verify all quantities.

19. Perform permanent closure assessment in accordance with (IAW) Alabama Department of Environmental Management (ADEM) regulations.

20. All Environmental Evaluations and Assessments must be performed in accordance with accepted geologic practices by a geologist or registered professional engineer experience in hydrogeologic investigations.

21. Contractor shall obtain a copy and be fully informed on the ADEM UST closure requirements.

22. Contractor shall obtain all applicable permits.

23. All work shall be in strict accordance with applicable codes, environmental regulations, and manufacturer's recommendations.

24. All workers, subcontractors or contractor employees shall be trained, and provided a safe and healthful work environment. The contractor is responsible for the health and safety of their employees or subcontractors. All applicable Occupational Health and Safety regulations shall apply, including but not limited to Hazard Communication, Trenching and Shoring, Confined Space Entry, Noise Exposure, First Aid, General Sanitation, and exposures to chemical substances. Engineering, work practice and personal protective equipment hazard controls are the responsibility of the contractor.

25. All work shall be performed in a neat and skilled manner with the site left free of all debris.

26. All work shall be completed and ready to perform its intended function.

27. The above general outline of Principal Features does not in any way limit or restrict the responsibility of the Contractor to perform all work and furnish all plant, labor, and materials required by the plans and specifications.

## II. EXECUTION

A. The Contractor shall visit the job site, PRIOR to submitting a bid, to inspect and acquaint himself with the existing job conditions. The Contractor will familiarize himself with the job so that he can accurately anticipate and plan for the prescribed work. Contractor shall account for all removal, testing, disposal, installation, backfill, compaction, and other incidentals in his bid proposal.

B. The drawings do not attempt to indicate all the existing conditions. The drawings are diagrammatic of the existing conditions only.

C. The Contractor shall be required to perform all required testing and submission of all required reports at no additional cost to the government.

### III. SITE INSPECTION

Visit the work site prior to bid preparation for thorough familiarization of the existing conditions and scope of the work. Failure by the Contractor to familiarize himself with the work and conditions shall not be grounds for additional compensation or extension of completion time. The State Military Department point of contact will be LTC Philip Clayton, 334-271-7427.

### IV. JOB CONDITIONS

The submission of a bid shall be taken as evidence that an examination has been made of the job site and difficulties, if any, reported to the Contracting Officer. Later claims for labor, work materials and equipment required for any difficulties encountered which could have been foreseen, shall not be recognized and all such difficulties shall be properly remedied at no additional cost to the government.

### V. COORDINATION

Coordinate all work with the Contracting Officer's representative and with other trades in order that there will be no delay in the completion of the work. Any cost for additional work or materials resulting from lack of coordination of work performed or failure to observe existing conditions shall be borne by the Contractor.

### VI. PROTECTION OF MATERIALS

Coordinate with the Contracting Officer's representative about routes, storage spaces for materials, equipment and parking space for workmen. Damage to existing facilities occurring during the work shall be repaired by Contractor at no cost to the government.

### VII. APPROVAL

A. The Contractor shall be responsible for notifying the Contracting Officer of the date he intends to commence work and receive approval prior to commencing work.

B. All workmanship and materials must be approved by the Contracting Officer or his authorized representative before payment will be made.

C. Prior approval from the Contracting Officer must also be received prior to backfilling the opened pit or prior to removing any excavated material from the site.

### VIII. TIME OF COMPLETION

All work must be complete and ready for use not later than THIRTY (30) calendar days after date of notice to proceed date.

## IX. WARRANTY

All workmanship as well as all materials installed shall be guaranteed by the Contractor for a period of ONE (1) YEAR from the date of acceptance of the project.

## X. ENVIRONMENTAL COMPLIANCE

All Work performed must be performed by qualified and ADEM approved personnel in accordance with applicable federal, state and local regulations and guidelines. Any penalties or fines assessed due to negligence on the part of the Contractor or Subcontractors of the Contractor will be borne by the Contractor. Any remediation required by a regulatory agency to be performed to correct acts of negligence or omission will be performed by the Contractor at the expense of the Contractor.

The contractor will prepare the UST closure report/documents in accordance with the ADEM requirements for final review and signature by the SMD. Contractor will provide owner with the following:

- (1) 2 hard copies of the "final" executed report/documents;
- (2) An electronic scan copy of the "final" executed report/documents, saved to compact disk;
- (3) An electronic version of the "final" report/documents in Microsoft Word format saved to compact disk (contractor shall verify the version of "Word" required).

Contractor will be responsible to submit report/documents for UST closure notification to ADEM. Contractor will be responsible for all documentation/requirements necessary for the UST closure. Contractor will contact and verify all "final" requirements with ADEM prior to bidding this project.

All ADEM requirements that pre-date the bid date are responsibility of the Contractor at NO ADDITIONAL COSTS to the Armory Commission. Only requirements that become effective AFTER the bid date will be considered for additional compensation.

Attachments:

1. Map of Site
2. ADEM UST Guidance Manual